

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-312
ANNUAL REQUIREMENTS FOR
MATERIAL GRINDING SERVICES

DATE: December 14, 2004

CONTRACT PERIOD: Jan.1,2005 thru Dec.31,2005

CONTRACTOR: Fox Bros. Hay Co., Inc.
P.O. Box 586
O'Neill, NE 68763

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Shirley Fox
Telephone No.: 1-800-301-3320
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Item	Item Description	Production Rate	Unit Bid Price / Production Hr.
1	Grinding services for tree wastes & clean wood wastes	43 Tons/Hr.	\$245.00
2	Grinding services for Christmas tree wastes	25 Tons/Hr.	\$245.00
3	Grinding services for other organic wastes	25 Tons/Hr.	\$245.00
4	Grinding services for tree wastes resulting from natural disaster	45 Tons/Hr.	\$265.00
5	Front end loader with operator		\$75.00
	Specify equipment model(s), horsepower & method of loading/feeding		
1	Equipment Model	1200 XL Morbark	
	Horsepower	860	
	Method of Loading (Grapple, Loader,etc.)	Grapple	

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharapurch/awardnotification/con03312

E.O. # 71941
Dated: 12/14/04

**SERVICES
FOR
MATERIAL GRINDING SERVICES**

THIS CONTRACT, made this 12th day of January, 2004 by and between Fox Bros. Hay Co., Inc., hereinafter referred to as Contractor, and the CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor(s) in accordance with terms and conditions herein to provide material grinding services for the City of Lincoln; and

NOW THEREFORE, WITNESSETH, that the parties hereto do mutually agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced service in accordance with the rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1st day of January, 2004, through the 31st day of December, 2004, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.

No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
4. Termination.
 - A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein.
 - B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Non-Discrimination.
 - A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
6. Drug Free Workplace.
- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The Owners reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
7. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; and any addenda issued in connection with a particular project.
8. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
9. Insurance. The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
10. Indemnification.
- A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.
11. Applicable Laws and Permits. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licenses and permitting requirements at all times.
12. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
13. Notice to Proceed.
- A. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
- B. Work shall be completed on or before the agreed upon date.

14. Invoices.

- A. Invoices shall be submitted separately to the Public Works and Utilities Department and the Parks and Recreation Department for applicable services performed. Use the following mailing addresses:
- Public Works and Utilities, Solid Waste Operations Section, 2400 Theresa Street, Lincoln, NE, 68521.
 - Parks and Recreation, Forestry Section, 2740 A Street, Lincoln, NE, 68502
- B. Invoices shall include dates of service, description of service, production hours billed, unit price, and extended total for each service provided and for each site where work was performed.

15. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

16. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 2nd day of February, 2004.

City of Lincoln, Nebraska

Attest

City Clerk



Mayor

Contractor

Fox Bros. Hay Co. Inc
Company Name

P.O. Box 586
Street Address

O'Neill NE 68763
City State Zip Code

1-800-301-3320
Telephone Number(s)

Secretary

Title

By:

Name (Print)

Signature

Shirley Fox

Shirley Fox

Shirley Fox

PROPOSAL FOR MATERIAL GRINDING SERVICES

I/We the undersigned, having read the attached specifications and conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis. Prices are to be held for one year:

Item	Description	Estimated Quantity	Production Rate	Unit Bid Price per Production Hour
1.	Grinding services for tree wastes and clean wood wastes.	5000 tons	<u>43</u> tons/hour	\$ <u>245.⁰⁰</u> /hour
2.	Grinding services for Christmas tree wastes.	150 tons	<u>25</u> tons/hour	\$ <u>245.⁰⁰</u> /hour
3.	Grinding services for other organic wastes.	100 tons	<u>25</u> tons/hour	\$ <u>245.⁰⁰</u> /hour
4.	Grinding services for tree wastes resulting from natural disaster.	Unknown	<u>45</u> tons/hour	\$ <u>265.⁰⁰</u> /hour
5.	Front end loader with operator.	40 hours		\$ <u>75.⁰⁰</u> /hour

Specify equipment model(s), horsepower and method of loading / feeding.

	Equipment Model	Horsepower	Method of Loading (Grapple, Loader, etc.)
1.	1200XL Morbark	860	Grapple
2.			

Required Bid Security of \$1,000.00 to be submitted with bid.

Addenda: Bidder has received Addenda Nos. _____, _____, _____; and has included their provisions in this bid.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-312**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

Fox Bros. Hay Co. Inc.
COMPANY NAME

Shirley Fox
BY (Signature)

P.O. Box 586
STREET ADDRESS or P.O. BOX

Shirley Fox
(Print Name)

O'Neill NE 68763
CITY, STATE ZIP CODE

Secretary
(Title)

1-800-301-3320
TELEPHONE

12-06-03
(Date)

47-0626272
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Within 30 days of receipt of bill
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>